

IN THE UNITED STATES PATENT & TRADEMARK OFFICE

In re application of: **ATSMON et al.** Docket No: **20257-0011**
Serial No: **09/570,399** Group Art Unit: **Not yet assigned**
Filing Date: **May 12, 2000** Examiner: **Not yet assigned**
For: **"PHYSICAL PRESENCE DIGITAL AUTHENTICATION
SYSTEM"**

Box DAC
Assistant Commissioner for Patents
Washington, D.C. 20231

**TRANSMITTAL FOR PETITION TO FILE PATENT APPLICATION UNDER 37 CFR §
1.47(b) BASED ON REFUSAL OF LESS THAN ALL OF THE JOINT INVENTORS
TO EXECUTE THE APPLICATION**

Dear Sir:

Enclosed for filing in the above-identified application is the following:

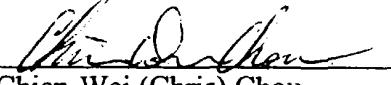
- 1) Petition To File Patent Application Under 37 CFR § 1.47(b) Based on Refusal of Less Than All of the Joint Inventors to Execute the Application;
- 2) Personal Employment Agreement signed by Zvi Lev;
- 3) Response to File Missing Parts of Non-provisional Application with Declaration not executed by Zvi Lev, Power of Attorney & Petition and Assignment of the invention with cover sheet, executed Verified Statement Claiming Small Entity and Notice to File Missing Parts;
- 4) Check No. 125288 in the amount of \$1,495.⁰⁰ as payment of the petition fee (\$130) under 37 CFR 1.17(i), basic filing fee (\$355), 5 months extension fees (\$945) and surcharge (\$65);
- 5) Postcard for date-stamped return as confirmation of receipt of these materials.

The Commissioner is authorized to charge any required fees, or credit any overpayment, to Deposit Account No. 02-3964.

Respectfully submitted,

Dated: February 23, 2001

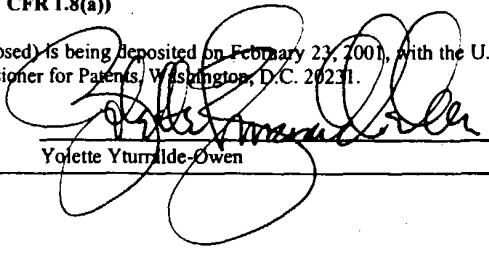
OPPENHEIMER WOLFF & DONNELLY LLP
Customer No. 25696
1400 Page Mill Road
Palo Alto, CA 94304
(650) 320-4000


Chien-Wei (Chris) Chou
Reg. No. 41,672

CERTIFICATE OF MAILING (37 CFR 1.8(a))

I hereby certify that this paper (along with any referred to as being attached or enclosed) is being deposited on February 23, 2001, with the U.S. Postal Service as first class mail in an envelope addressed to the: Assistant Commissioner for Patents, Washington, D.C. 20231.

Date: February 23, 2001


Yvette Yturralde-Owen

IN THE UNITED STATES PATENT & TRADEMARK OFFICE

In re application of: ATSMON et al. Docket No: 20257-0011
Serial No: 09/570,399 Group Art Unit: Not yet assigned
Filing Date: May 12, 2000 Examiner: Not yet assigned
For: **“PHYSICAL PRESENCE DIGITAL AUTHENTICATION SYSTEM”**

Box DAC
Assistant Commissioner for Patents
Washington, D.C. 20231

**PETITION TO FILE PATENT APPLICATION UNDER 37 CFR § 1.47(A)
BASED ON A REFUSAL OF LESS THAN ALL OF THE JOINT INVENTORS TO
EXECUTE THE APPLICATION**

I, Chien-Wei (Chris) Chou, as the undersigned attorney of record for this application, hereby declare:

that I exchanged a series of e-mail with Alan Sege, General Counsel and Sr. Vice President of Business Affairs of ComSense Technologies Ltd., on or about May 1, 2000, and was in a series of telephone conference with Alan Sege on or about September 2000, to discuss the inventorship of the above identified patent application;

that Mr. Sege provided information during in an e-mail of May 9, 2000 indicating that the joint inventors of the subject invention and claimed in the above identified patent application consist of Alon Atsmon of Israel, Amit Antebi of Israel, Zvi Lev of Israel, Moshe Cohen, Gabriel Spyer of the United States (resides in Israel), Alan Sege of the United States, Nathan Altman of the United States, and Rami Anati of Israel;

that Mr. Sege indicated in a subsequent telephone conference with me on or about September 2000, that one of the joint inventors, Zvi Lev of Israel, might be difficult to reach as he was no longer employees of ComSense Technologies;

that Mr. Lev had signed Personal Employment Agreement as employee of ComSense Technologies Ltd. A copy is attached as Exhibit A. In the Agreement, Mr. Lev agrees that: “The Employee hereby irrevocably transfers and assigns to the Company: (a) all worldwide patents, patent applications, ... and other intellectual property rights in any Company Invention; ...” (see Exhibit A, Section 5.4 of Personal Employment Agreement signed by Mr. Lev);

that Mr. Lev further agrees that: “The Employee agrees to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, ... and other legal protections for the Company’s Inventions in any and all countries. He will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, His obligations under this section 5.5 will continue beyond the termination of his employment with the Company, The Employee hereby

irrevocably appoints the Secretary of the Company as his attorney-in-fact to execute documents on his behalf for this purpose."

that I received a facsimile correspondence from Galit Cohen of ComSense Technologies on October 23, 2000 indicating that they have been unable to obtain the signature from Mr. Zvi Lev. A copy is attached as Exhibit B;

that the last known address of Mr. Zvi Lev is 11 Lisin Street, Tel-Aviv 62997, Israel.

As the undersigned attorney of record for this application, I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

In consideration of these submissions, it is respectfully requested that the above identified and enclosed Declaration, Power of Attorney, and Petition be entered;

The Commissioner is hereby authorized to charge any fee deficiencies or credit any overpayment to deposit account No. 02-3964.

Respectfully submitted,

Date: February 23, 2001

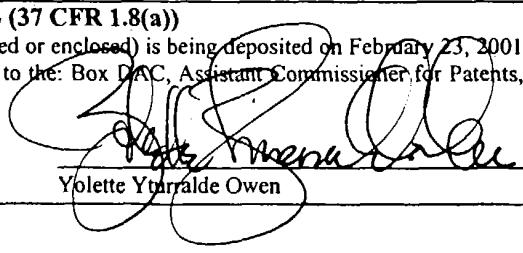

Chien-Wei (Chris) Chou
Reg. No. 41,672

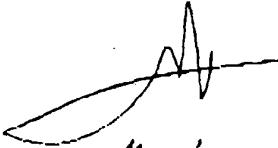
OPPENHEIMER WOLFF & DONNELLY LLP
Customer No. 25696
1400 Page Mill Road
Palo Alto, California 94304
TEL: (650) 320-4000
FAX: (650) 320-4100

CERTIFICATE OF MAILING (37 CFR 1.8(a))

I hereby certify that this paper (along with any referred to as being attached or enclosed) is being deposited on February 23, 2001 with the U.S. Postal Service as first class mail in an envelope addressed to the: Box DAC, Assistant Commissioner for Patents, Washington, D.C. 20231.

Date: February 23, 2001


Yvette Yturralde Owen


March

PERSONAL EMPLOYMENT AGREEMENT

This Personal Employment Agreement (this "Agreement") is entered as of this 28 day of January, 1999, by and between **ComSense Technologies Ltd.**, a company organized under the laws of the State of Israel, having its principal office at 33 Jabotinski St., Ramat Gan (the "Company") and **Zvi Lev** (Israeli I.D. No 024343214) residing at Tel Aviv, Israel (the "Employee").

WITNESSETH

WHEREAS, the Company was established for the purpose of engaging in software and hardware design, manufacture and sale;

WHEREAS, the Company desires to engage the Employee as its Vice President Research & Development and the Employee represents that he has the requisite skill and knowledge to serve as such; and

WHEREAS, the parties desire to state the terms and conditions of the Employee's engagement by the Company, effective as of the date of this Agreement, as set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties hereto hereby declare and agree as follows:

1. Appointment; the Position

- 1.1. The Company hereby appoints the Employee as its Vice President Research & Development and, in such capacity, he shall be subject to the direction and control of the CEO of the Company.
- 1.2. The Employee shall perform his duties hereunder at the Company's facilities in Israel; however, Employee acknowledges and agrees that the performance of his duties hereunder may require significant domestic and international travel.

2. Full-time Position.

- 2.1. During the term of this Agreement and unless and until otherwise agreed, Employee shall be employed on a full-time basis. The Employee shall devote his entire business time, attention and efforts to the performance of his duties and responsibilities under this Agreement and the business and affairs of the Company. The Employee shall not, during the term of this Agreement, be engaged (whether or not during normal business hours) in any other business or professional activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the prior consent of the Company.
- 2.2. The Employee acknowledges hereby that the terms of his employment, the circumstances thereof, and the nature of his work require an unusual amount of personal trust as set out in the law governing Hours of Employment and Rest Law, 5711-1951, and therefore, said law shall not apply to his employment with the Company.

EXHIBIT A

3. Term and Termination

- 3.1. This Agreement shall commence as of the date of this Agreement and shall continue for a period of 3 years from the date hereof; unless this Agreement is terminated as hereafter provided.
- 3.2. Notwithstanding the aforesaid, the Company shall have the right to terminate this Agreement on the death of Employee or at any time in the event of the disability of Employee (as hereinafter defined) or for any justifiable cause (as hereinafter defined) as determined by the Board of Directors. In such event, this Agreement and the employment relationship shall be deemed effectively terminated as of the time of delivery of such notice.

The term "disability" shall mean any physical or mental illness or injury as a result of which Employee remains absent from work for a period of six (6) successive months, or an aggregate of six (6) months in any twelve (12) month period. Disability shall occur upon the end of such six-month period.

The term "justifiable cause" shall mean (a) a serious breach of trust including but not limited to theft, embezzlement, self-dealing, prohibited disclosure to unauthorized persons or entities of confidential or proprietary information of or relating to the Company and the engaging by Employee in any prohibited business competitive to the business of the Company and its subsidiaries, affiliates or associated companies; or (b) any willful failure to perform or failure to perform competently any of Employee's fundamental functions or duties hereunder or other cause justifying termination or dismissal under applicable law.

- 3.3. The Company may terminate this Agreement and the employment relationship hereunder at its discretion and at any time by giving Employee two month prior written notice. Employee may terminate this Agreement and the employment relationship hereunder at his discretion and at any time by giving the Company two month prior written notice.
- 3.4. During the period following notice of termination by the Company, the Employee shall cooperate with the Company and use his best efforts to assist the integration into the Company's organization of the person or persons who will assume the Employee's responsibilities.
- 3.5. This Agreement shall remain in full force and effect during the period following notice of termination and there shall be no change in the Employee's position with the Company or any obligations hereunder, unless otherwise determined by the Company in a written notice to Employee.

4. Proprietary Information

- 4.1. The Employee acknowledges and agrees that he will have access to confidential and proprietary information concerning the business and financial activities of the Company and information and technology regarding the Company's product research and development, including without limitation, the Company's banking, investments, investors, properties, employees, marketing plans, customers, trade secrets, and test results, processes, data and know-how, improvements, inventions, techniques and products (actual or planned). Such information, whether documentary, written, oral

or computer generated, shall be deemed to be and referred to as "Proprietary Information".

- 4.2. Proprietary Information shall be deemed to include any and all proprietary information disclosed by or on behalf of the Company and irrespective of form, but excluding information that (i) was known to the Employee prior to his association with the Company and can be so proven; (ii) shall have appeared in any printed publication or patent or shall have become a part of the public knowledge except as a result of a breach of this Agreement by the Employee; (iii) shall have been received by the Employee from a third party having no obligation to the Company, (iv) reflects general skills and experience gained during the Employee's engagement by the Company, or (v) reflects information and data generally known within the industries or trades in which the Company transacts business.
- 4.3. The Employee agrees and declares that all Proprietary Information, patents and other rights in connection therewith shall be the sole property of the Company and its assigns. At all times, both during his engagement by the Company and after its termination, the Employee will keep in confidence and trust all Proprietary Information, and the Employee will not use or disclose any Proprietary Information or anything relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing the Employee's duties hereunder and in the best interests of the Company.
- 4.4. Upon termination of his employment with the Company, the Employee will promptly deliver to the Company all documents and materials of any nature pertaining to his work with the Company, and he will not take with him any documents or materials or copies thereof containing any Proprietary Information.
- 4.5. The Employee recognizes that the Company received and will receive confidential or proprietary information from third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. At all times, both during his employment and after its termination, the Employee undertakes to keep and hold all such information in strict confidence and trust, and he will not use or disclose any of such information without the prior written consent of the Company, except as may be necessary to perform his duties as an employee of the Company and consistent with the Company's agreement with such third party. Upon termination of his employment with the Company, Employee shall act with respect to such information as set forth in Section 4.4. mutatis mutandis.
- 4.6. The Employee's undertakings in this Section 4 shall remain in full force and effect after termination of this Agreement or any renewal thereof.

5. Disclosure and Assignment of Inventions

- 5.1. The Employee understands that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that, as an essential part of his employment with the Company, he is expected to make new contributions to and create inventions of value for the Company. Employee agrees to share with the Company all his knowledge and experience, provided however that Employee shall not disclose to the Company any information

which Employee has undertaken to third parties to keep confidential or in which third parties have any rights.

- 5.2. From and after the date he first became associated with the Company, the Employee undertakes and covenants that he will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, concepts, techniques, methods, systems, processes, compositions of matter, computer software programs, databases, mask works, and trade secrets, related to the Company's business or current or anticipated research and development, whether or not patentable, copyrightable or protectible as trade secrets, that are made or conceived or first reduced to practice or created by him, either alone or jointly with others, during the period of his employment, whether or not in the course of his employment ("Inventions").
- 5.3. The Employee agrees that all Inventions that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by him for the Company, or (c) relate to the Company's business or current or anticipated research and development, will be the sole and exclusive property of the Company ("Company Inventions").
- 5.4. The Employee hereby irrevocably transfers and assigns to the Company: (a) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Company Invention; and (b) any and all "Moral Rights" (as defined below) that he may have in or with respect to any Company Invention. He also hereby forever waives and agrees never to assert any and all Moral Rights he may have in or with respect to any Company Invention, even after termination of his work on behalf of the Company. "Moral Rights" mean any rights of paternity or integrity, any right to claim authorship of an invention, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any invention, whether or not such would be prejudicial to his honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right".
- 5.5. The Employee agrees to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, and other legal protections for the Company's Inventions in any and all countries. He will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. His obligations under this Section 5.5 will continue beyond the termination of his employment with the Company, provided that the Company will compensate him at a reasonable rate after such termination for time or expenses actually spent by him at the Company's request on such assistance. The Employee hereby irrevocably appoints the Secretary of the Company as his attorney-in-fact to execute documents on his behalf for this purpose.

6. Non-Competition

- 6.1. The Employee agrees and undertakes that he will not, so long as he is employed by the Company and for a period of 24 months following termination of his employment for whatever reason, directly or indirectly, as owner, partner, joint venturer,

stockholder, employee, broker, agent, principal, corporate officer, director, licensor or in any other capacity whatever engage in, become financially interested in, be employed by, or have any connection with any business or venture that is engaged in any activities competing with products or services offered by the Company; provided, however, that the Employee may own securities of any corporation which is engaged in such business and is publicly owned and traded but in an amount not to exceed at any one time one percent of any class of stock or securities of such company, so long as he has no active role in the publicly owned and traded company as director, employee, consultant or otherwise.

6.2. The Employee agrees and undertakes that during the period of his employment and for a period of 24 months following termination, he will not, directly or indirectly, including personally or in any business in which he is an officer, director or shareholder, for any purpose or in any place, ~~employ~~ any person employed by the Company or retained by the Company as a consultant on the date of such termination or during the preceding twelve months.

6.3. If any one or more of the terms contained in this Section 6 shall for any reason be held to be excessively broad with regard to time, geographic scope or activity, the term shall be construed in a manner to enable it to be enforced to the extent compatible with applicable law.

7. Salary

7.1. The Company shall pay the Employee as compensation for the employment services hereunder a monthly gross salary, payable on the first business day of each month, during the Term of the Employee's engagement hereunder (as adjusted, the "Salary"), based on the hours of employment the Employee actually worked, as follows:

7.1.1. for 200 hours of work per month - \$6,000;
7.1.2. for 200 to 219 hours of work per month - \$6,200;
7.1.3. for 220 to 239 hours of work per month - \$6,500;
7.1.4. for 240 to 259 hours of work per month - \$7,000;
7.1.5. for 260 to 279 hours of work per month - \$7,500;
7.1.6. for 280 or more hours of work per month - \$8,000.

7.2. The salary will be paid in NIS according to the US dollar rate in March 28th 1999 and linked to the Consumer Price Index such that every time that the New Index, as defined below, rises above the Base Index, as defined below, the Salary shall increase in proportion to the rate of increase of the New Index as compared to the Base Index. The "Base Index" shall be defined as the Consumer Price Index including fruits and vegetables for the month of February 1999 published by the General Bureau of Statistics on March 15th. The "New Index" shall be defined as the Consumer Price Index including fruits and vegetables known on the date the Salary is being paid.

7.3. The Salary shall be paid in NIS calculated according to the representative rate of

exchange of the dollar as against the NIS, last published prior to the last day of the month preceding the payment of the Salary.

8. Social Insurance and Benefits

- 8.1. The Company shall insure the Employee under an accepted "Manager's Insurance Scheme" and/or a comprehensive financial arrangement, at the election of the Employee, including insurance in the event of illness or loss of capacity for work (hereinafter referred to as the "Managers Insurance") as follows: (i) the Company shall pay an amount equal to 5% of the Employee's Salary towards the Managers Insurance for the Employee's benefit and shall deduct 5% from the Employee's Salary and pay such amount towards the Managers Insurance for the Employee's benefit (the various components of the Managers Insurance shall be fixed at the discretion of the Employee); (ii) the Company shall pay an amount up to 2.5% of the Employee's Salary towards disability insurance; and (iii) the Company shall pay an amount equal to 81/3% of the Employee's Salary towards a fund for severance compensation which shall be payable to the Employee upon severance whether compensation is required by law or not.
- 8.2. The Company shall pay the full salary of the Employee, including insurance, social benefits and fringe benefits, during the period of the Employee's military reserve service. National Insurance Institute transfers in connection with such military reserve duty shall be retained by the Company.
- 8.3. The Company and the Employee shall open and maintain a Keren Hishtalmut Fund. The Company shall contribute to such Fund an amount equal to 7-1/2% of each monthly Salary payment, but not more than the amount for which the Employee is exempt from tax payment, and the Employee shall contribute to such Fund an amount equal to 2-1/2% of each monthly Salary payment. The Employee hereby instructs the Company to transfer to such Fund the amount of the Employee's and the Company's contribution from each monthly Salary payment.

9. Additional Benefits; Review

- 9.1. The Employee shall be entitled to be reimbursed for all normal, usual and necessary actual business expenses arising out of travel, lodging, meals and entertainment whether in Israel or abroad, provided Employee provides proper documentation and provided further that such business expenses have been approved by the Board of Directors of the Company in advance. The Employee shall be entitled to cumulative paid vacations of 21 days per year.
- 9.2. Employee shall be entitled to sick leave and Recreation Pay according to applicable law.
- 9.3. The Employee shall be entitled to the use of a Company cellular phone.
- 9.4. The Employee shall be entitled to the use of a private car with engine volume of 1600 cc (the "Car") and the Company shall cover the maintenance expenses incurred as a result of the Employee's use of the Car. Immediately upon the termination or expiration of the Employee's employment in the Company, for whatever reason, the Employee shall return the Car to the Company.

- 9.5. The Salary and additional benefits to which the Employee shall be entitled hereunder shall be reviewed by the Board of Directors on a yearly basis, and, if in the Board's discretion the circumstances justify the same, the Employee's Salary shall be increased and/or additional benefits shall be granted to the Employee hereunder.
- 9.6. The Company shall grant the Employee options (the "Options") to purchase 2,824 (two thousand eight hundred twenty four) Ordinary Shares of the Company, at an exercise price per share reflecting a company valuation of \$11.5 million (pre money). The Options shall be subject to vesting over a three year period, such that 1059 will be deemed vested at the end of year 1, 988 will be deemed vested at the end of year 2 and 777 will be deemed vested at the end of year 3 from the date on which the Employee began working for the Company - provided that he continues to be employed by the Company at such time.

The Options shall be granted under the terms of the Company's Stock Option Plan, as approved by the Board of Directors of the Company at its sole discretion. The Employee understands that he will be required to execute additional documents in compliance with the applicable tax laws and that nothing herein shall be construed to grant the Employee any options before the passage of 30 days following the delivery by the Company to the appropriate income tax authorities of a notice pertaining to the appointment of the Trustee, if any, and the adoption of the Plan.

10. Mutual Representations

- 10.1. The Employee represents and warrants to the Company that the execution and delivery of this Agreement and the fulfillment of the terms hereof (i) will not constitute a default under or conflict with any agreement or other instrument to which he is a party or by which he is bound, and (ii) do not require the consent of any person or entity.
- 10.2. The Company represents and warrants to the Employee that this Agreement has been duly authorized, executed and delivered by the Company and that the fulfillment of the terms hereof (i) will not constitute a default under or conflict with any agreement or other instrument to which it is a party or by which it is bound, and (ii) do not require the consent of any person or entity.
- 10.3. Each party hereto warrants and represents to the other that this Agreement constitutes the valid and binding obligation of such party enforceable against such party in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless if enforcement is sought in proceeding in equity or at law).

11. Notice; Addresses

- 11.1. The addresses of the parties for purposes of this Agreement shall be the addresses set forth above, or any other address which shall be provided by due notice.
- 11.2. All notices in connection with this Agreement shall be sent by registered mail or delivered by hand to the addresses set forth above, and shall be deemed to have been delivered to the other party at the earlier of the following two dates: if sent by

registered mail, as aforesaid, three business days from the date of mailing; if delivered by hand - upon actual delivery or proffer of delivery (in the event of a refusal to accept it) at the address of the addressee. Delivery by cable, telex, facsimile or other electronic communication shall be sufficient and be deemed to have occurred upon electronic confirmation of receipt.

12. Miscellaneous

- 12.1. The preamble to this Agreement constitutes an integral part hereof.
- 12.2. Headings are included for reference purposes only and are not to be used in interpreting this Agreement.
- 12.3. The provisions of this Agreement are in lieu of the provisions of any collective bargaining agreement, and therefore, no collective bargaining agreement shall apply with respect to the relationship between the parties hereto (subject to the applicable provisions of law).
- 12.4. No failure, delay or forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or nonperformance by either party of any terms or conditions hereof.
- 12.5. Any determination of the invalidity or unenforceability of any provision of the Agreement shall not affect the remaining provisions hereof unless the business purpose of this Agreement is substantially frustrated thereby.
- 12.6. This Agreement is personal and non-assignable by the Employee. It shall inure to the benefit of any corporation or other entity with which the Company shall merge or consolidate or to which the Company shall lease or sell all or substantially all of its assets, and may be assigned by the Company to any affiliate of the Company or to any corporation or entity with which such affiliate shall merge or consolidate or which shall lease or acquire all or substantially all of the assets of such affiliate. Any assignee must assume all the obligations of the Company hereunder, but such assignment and assumption shall not serve as a release of the Company.
- 12.7. This Agreement is the only agreement between the parties on the subject matter of the Agreement and supersedes and replaces all other agreements, whether written or oral, between the parties, concerning the subject matter of this Agreement.
- 12.8. It is hereby agreed between the parties that the laws of the State of Israel shall apply to this Agreement and that the sole and exclusive place of jurisdiction in any matter arising out of or in connection with this Agreement shall be the applicable Tel-Aviv court.
- 12.9. In the event that Employee is drafted by the IDF for a prolonged army service (more than regular reserve duty), he shall make all efforts, and shall cooperate with the Company, to have such service scheduled in accordance with the Company's needs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

The Company

~~ComSense Ltd.~~

~~51-264126-7~~

The Employee

3 1/2

23-OCT-2000 20:13 FROM COMSENSE LTD.

TO 001-0672190

P.01/08



To: Mr. Chou Fax: 650-320-4100
From: Galit Cohen Date: 23 October, 2000
Re: Patent Signatures Pages: 8
CC: Alan Sege REF: _____

Urgent For Review Please Comment Please Reply Please Recycle

Dear Mr. Chou:

Reference our application serial number 09/570,399 entitled "Physical Presense Digital Authentication System," here are the relevant assignment and declaration, power of attorney petitions. We have so far been unable to obtain the signature of Zvi Lev. Under separate cover, Mr. Sege in our New York office will be sending his own signatures, and Mr. Lev's existing employment and assignment agreement as you discussed for that purpose.

Many Thanks.
Galit Cohen

EXHIBIT B

ComSense Technologies
www.com-sense.com email: Info@com-sense.com

U.S. - Int'l Headquarters:
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NY, NY 10016

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San Jose, CA 95131

Israel - Home Office:
3 Azrieli Center
Tel Aviv 67023